
**RULE 5 AND POST-CONSTRUCTION WATER QUALITY
APPLICATION FOR REVIEW AND INSPECTION**

City of Frankfort, Department of Building Services

Review and inspection fees according to the attached Fee Schedule must be submitted with this application to the City of Frankfort, Department of Building Services, 301 E. Clinton Street, Frankfort, IN 46041. Make checks payable to City of Frankfort. All items on the attached Submittal Checklist must be submitted for the application to be complete.

Project Information:

Name of Project: _____

Legal Address: _____

Township: _____ Parcel No.: _____

Total Acres of Site: _____ Disturbed Acres of Site: _____

Impervious Area: (sq.ft.): _____

Property Use (check one) _____ Proposed Subdivision
_____ Commercial/Industrial/Apartment
_____ Other: _____

Estimated Construction Dates: Start _____ End _____

Estimated Total Length of Construction in Months: _____

Project Owner Information:

Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact: _____

Phone Number: _____ Email: _____

Design Firm Information:

Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Professional Engineer: _____

Contact: _____

Phone Number: _____ Email: _____

As Owner, or an authorized representative of the Owner, I agree to pay all fees incurred for the requested review and inspection for the above project according to the attached Fee Schedule and Statement of Financial Responsibility.

Printed Name and Title: _____

Signature: _____ Date: _____

Address: _____

CITY OF FRANKFORT DEPARTMENT OF BUILDING SERVICES

Date Submitted _____ Approval Date _____ Initial Fees _____

RULE 5 AND POST-CONSTRUCTION WATER QUALITY FEE SCHEDULE

City of Frankfort, Department of Building Services

INTRODUCTION

- A. All fees are to be made payable to the City of Frankfort. **All fees are non-refundable** (unless permitted by the City of Frankfort).
- B. Rule 5 refers to 327 IAC 15-5 which, in general, requires construction sites to develop an erosion and sediment control plan, control pollution during land disturbing activities, and obtain a Rule 5 permit prior to construction.
- C. All proposed projects must pay an Application Fee, Rule 5 Inspection Fee, Technical Review and Inspection Fee, and certify a *Statement of Financial Responsibility*.
- D. All fees are due at the time the application packet is submitted to the Department of Building Services.
- E. The City of Frankfort or designated representative will complete the Rule 5 plan review and conduct the Rule 5 inspections during the construction process.
- F. One copy of the Post Construction submittal will be forwarded to an engineer for review. One inspection will be completed during construction to ensure that the Post Construction BMP is installed as designed.

I. APPLICATION FEES:

- | | |
|---|----------|
| A. Application Fee | \$300.00 |
| B. Submitting Amended Plans (previously approved) | \$150.00 |
| C. Demolition Only | \$150.00 |
| D. Soil Disturbance without improvements | \$100.00 |

II. RULE 5 INSPECTION FEES:

- A. Rule 5 Inspection \$100.00 per inspection
- B. The estimated number of months of land disturbing activities is to be estimated and recorded on the permit application. An initial fee of \$100.00 per month for inspection must be paid at the time the permit application is submitted to the Department of Building Services (i.e. for a project that will last 3 months, the initial inspection fee will be $3 \times \$100 = \300.00).
- C. For those projects that extend beyond the estimated number of months, an additional fee of \$100.00 per inspection with a minimum of one inspection per month will be charged.
- D. For those projects that require inspections more frequently than once a month (due to non-compliance or enforcement actions), an additional fee of \$100.00 per inspection will be charged. These additional fees will be charged to the person who has signed the *Statement of Financial Responsibility* (submitted with the permit application). These fees must be paid within 10 days from the date of notification. If not paid within the allowable timeframe, a stop work order may be issued (See Section for additional fees associated with stop work orders).

III. TECHNICAL REVIEW AND INSPECTION FEES:

- | | |
|--|----------|
| A. Initial Review fee (2 hours of review time) | \$250.00 |
| B. Inspection fee | \$400.00 |
- C. For Plans that require more than 2 hours for review (for deficient plans or incomplete submittals) additional fees will be charged according to the current hourly rate of the reviewing engineer and according to the signed *Statement of Financial Responsibility*. These additional review fees shall be paid to the City of Frankfort and shall be paid in full within 30 days of notification of the fees.

IV. STOP WORK ORDERS:

- A. Following a stop work order, a permit reinstatement fee will be assessed at \$500.00 plus a \$50.00 inspection fee.
- B. A fine of \$1,000.00 for the first day and up to \$500.00 for each additional day will be assessed if construction activities continue during a stop work order.

RULE 5 AND POST-CONSTRUCTION WATER QUALITY SUBMITTAL CHECKLIST

City of Frankfort, Department of Building Services

- _____ 1. Completed *Rule 5 and Post-Construction Water Quality Application for Review and Inspection*.
- _____ 2. Signed and certified *Statement of Financial Responsibility*.
- _____ 3. Initial application, review and inspection fees (refer to fee schedule).
- _____ 4. Two (2) copies of the Rule 5 submittal/Storm Water Pollution Prevention Plan.
Refer to Chapter 1 of the Frankfort Storm Water Standards for requirements. Each copy should include the following:
 - Full size plan sheets, details, technical specifications related to Rule 5 (or electronic files if approved for submittal by the City of Frankfort).
 - Storm Water Pollution Prevention Plan must include all elements required by Rule 5.
 - *Storm Water Pollution Prevention Plan Table of Contents* (see attached).
- _____ 5. Two (2) copies of the Post-Construction Storm Water Quality submittal.
Refer to Chapter 2 of the Frankfort Storm Water Standards for requirements. Each copy should include the following:
 - A complete set of professionally certified construction plans showing the location, dimensions, and construction details of all post-construction storm water quality measures, detailed specifications, and supporting water quality best management practice (BMP) sizing calculations.
 - Operations and Maintenance Manual for proposed post-construction BMPs.
 - A Storm Water Pollution Prevention Plan (SWPPP) that details how runoff and associated water quality impacts resulting from the development will be controlled or managed through BMPs.
 - If a pre-approved BMP is selected (City of Frankfort Storm Water Standards, Table 2-A), provide a discussion of how the BMP has been designed according to the design criteria in Appendix 2-B of the Frankfort Storm Water Standards. If a pre-approved BMP is not selected, then provide a discussion of the treatment process and appropriate sampling information must be provided to verify that the BMP will meet the 80% Total Suspended Solids (TSS) removal rate.
 - An easement around the water quality treatment BMP along with an access easement to the BMP is required. See the attached *Grant of Perpetual Drainage Easement* for the Post-Construction BMP.
 - Completed *Post-Construction Certification of Sufficiency of Plan* (see attached).
 - Completed *Best Management Practice Owner Acknowledgement* (see attached).

RULE 5 AND POST-CONSTRUCTION WATER QUALITY STORM WATER POLLUTION PREVENTION PLAN TABLE OF CONTENTS

City of Frankfort, Department of Building Services

The Storm Water Pollution Prevention Table of Contents follows the requirements in the Technical Review and Comment Form provided in the Storm Water Standards.

Section	Description	Location in Plans
Construction Plan Elements (Section A)		
A1	Index showing locations of required plan elements.	
A2	11 X 17 inch plat showing building lot numbers/boundaries and road layout/names:	
A3	Narrative describing project nature and purpose:	
A4	Vicinity map showing project location:	
A5	Legal Description of the Project Site:	
A6	Location of all lots and proposed site improvements:	
A7	Hydrologic unit code:	
A8	Notation of any State or Federal water quality permits:	
A9	Specific points where stormwater discharge will leave the site:	
A10	Location and name of all wetlands, lakes, and water courses on and adjacent to the site:	
A11	Identify all Receiving Waters:	
A12	Identification of potential discharges to groundwater:	
A13	100 Year Floodplains, floodways and floodway fringes:	
A14	Pre-construction and post construction estimate of Peak Discharge:	
A15	Adjacent land use, including upstream watershed:	
A16	Locations and approximate boundaries of all disturbed areas:	
A17	Identification of existing vegetative cover:	
A18	Soils map including descriptions and limitations:	
A19	Locations, size and dimensions of proposed stormwater systems:	
A20	Plan for any off-site construction activities associated with this project:	
A21	Locations of proposed soil stockpiles, borrow and/or disposal areas:	
A22	Existing site topography at an interval appropriate to show detailed drainage patterns:	
A23	Proposed final topography at an interval appropriate to show detailed drainage patterns:	

Section	Description	Location in Plans
Stormwater Pollution Prevention – Construction Component (Section B)		
B1	Description of potential pollutant sources associated with the construction activities:	
B2	Sequence describing stormwater quality measure implementation relative to land disturbing activities:	
B3	Construction entrance location:	
B4	Sediment control measures for sheet flow areas:	
B5	Sediment control measures for concentrated flow areas:	
B6	Storm sewer inlet protection measure locations and specifications:	
B7	Runoff control measures:	
B8	Stormwater outlet protection specifications:	
B9	Grade Stabilization structure locations and specifications:	
B10	Location, dimensions, specifications and construction details of each stormwater quality measure:	
B11	Temporary surface stabilization methods appropriate for each season:	
B12	Permanent surface stabilization specifications:	
B13	Material handling and spill prevention plan:	
B14	Monitoring and maintenance guidelines for each proposed pollution prevention measure:	
B15	Erosion & Sediment control specifications for individual building lots:	
Stormwater Pollution Prevention Plan – Post Construction Component (Section C)		
C1	Description of pollutants and their sources associated with the proposed land use.	
C2	Sequence describing stormwater quality measure implementation.	
C3	Description of proposed post construction stormwater quality measures.	
C4	Location, dimensions, specifications, and construction details of each stormwater quality measure.	
C5	Description of maintenance guidelines for proposed post construction water quality measures.	

**RULE 5 AND POST-CONSTRUCTION WATER QUALITY
STATEMENT OF FINANCIAL RESPONSIBILITY**
City of Frankfort, Department of Building Services

The undersigned of the proposed project to be known as

(project name and location or address)

do hereby agree to take full responsibility of financial payment of review fees and inspection fees incurred on the above project.

I am aware that the review fees apply for projects that disturb one acre or more of land (Chapters 1 and 2 of the Frankfort Storm Water Standards and will begin upon the submittal of a Rule 5 and Post Construction Storm Water Quality Permit Application and continues until the project is approved and/or withdrawn. Post Construction review fees are charged according to the current hourly rate of the engineer performing the review. Rule 5 review fees are charged at an hourly rate that is established by the City of Frankfort and the designated engineer. I understand that if the project is withdrawn the review fees are still due and payable from the application date to the date on the letter of withdrawal. Review fees are due within 30 days of notification of the fee.

I am aware that initial inspection fees will be due with the submittal of the Rule 5 and Post Construction Storm Water Quality Permit Application. Initial Rule 5 inspection fees are based on the estimated number of months of land disturbing activities at a rate of \$100.00 per month. The City of Frankfort or designated representative will continue monthly Rule 5 Permit inspections until a Notice of Termination form is submitted to the City for Rule 5 projects. A final inspection will be completed by the City of Frankfort or designated representative to verify that all land disturbing activities are complete, and all bare areas have been adequately stabilized. If more frequent inspections are required or if the land disturbing activities continue beyond the estimated number of months, subsequent inspections will be billed at the rate of \$100.00 per inspection. Inspection fees must be paid within 10 days from the date of notification. If not paid within the allowable timeframe, a stop work order may be issued. Following a stop work order, a permit reinstatement fee of \$500.00 plus a \$50.00 inspection fee will be assessed.

All review and inspection fees are to be made payable to City of Frankfort.

The undersigned, having duly sworn upon oath, that the above information has been read and fully understood to be true and correct and is (undersigned) voluntary act and deed. The undersigned assumes responsibility for the aforementioned fees.

Signature

Mailing Address

Signature Printed

City, State, Zip Code

STATE OF INDIANA)
)
COUNTY OF _____)

Subscribed and sworn before me, a Notary Public, within and for said County and State, this _____ day of _____, 20_____.

My Commission Expires _____

Notary Public _____

(Notary Stamp or Seal)

**RULE 5 AND POST-CONSTRUCTION WATER QUALITY
GRANT OF PERPETUAL DRAINAGE EASEMENT**
City of Frankfort, Department of Building Services

THIS INDENTURE, made this _____ day of _____, 20____, by and between _____ of the County of Clinton, State of Indiana, hereinafter called "GRANTOR" and the City of Frankfort, Indiana, by City Council, hereinafter called "GRANTEE":

WITNESSETH:

WHEREAS, GRANTOR must obtain from GRANTEE Post-Construction Storm Water Quality approval, pursuant to the City of Frankfort Storm Water Standards, for the construction of a development or property known as _____; and

WHEREAS, GRANTEE has determined that GRANTOR must grant it a perpetual easement and right-of-way to assure that GRANTOR'S Post-Construction Storm Water Quality plan, as approved by GRANTEE, and described in GRANTEE'S Storm Water Pollution Prevention Plan incorporated herein by reference (hereinafter called the "SWPPP") will be established and maintained, or to otherwise assure satisfactory storm water quality.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other valuable considerations, the receipt of which is hereby acknowledged, the GRANTOR for himself, his administrators, successors and assigns, does hereby grant, convey and warrant unto the GRANTEE, its grantees, successors and assigns, forever, a perpetual right-of-way and easement, with the right, privileges and authority in GRANTEE, its grantees, successors and assigns, to enter upon, maintain, repair, continue and improve the Post Construction Storm Water Quality Best Management Practice (BMP) described in the SWPPP (hereinafter called the "BMP") located under, upon, over and across the real estate owned by GRANTOR and situated in the County of Clinton, State of Indiana, to wit:

A diagram map showing the route, courses and distances through the above real estate and the width of the easement and right-of-way is attached hereto and incorporated herein by reference as Exhibit "A".

The GRANTEE, its successors and assigns shall have the right to enter along, over and upon said easement and right-of-way to install, repair, maintain and continue such BMP and to make such alterations and improvements to the BMP as GRANTEE deems may be necessary or useful. GRANTEE shall also have the right of ingress and egress only, for temporary periods only, over GRANTOR'S property adjoining said easement when necessary to install, repair, maintain, continue or improve the BMP. GRANTEE shall not otherwise enter upon GRANTOR'S real estate adjoining said easement and right-of-way. GRANTEE may remove any structure, pavement or landscaping on the easement to inspect and/or maintain the BMP without liability for replacement or repair of such structure, pavement or landscaping.

GRANTEE may relinquish this easement and right-of-way, but only if GRANTOR can assure, to the satisfaction of GRANTEE, continuing and adequate storm water quality absent this easement and right-of-way.

GRANTOR and GRANTEE agree that this easement and right-of-way shall not create in GRANTEE a duty to maintain, repair, continue and improve the BMP but only shall create a right so to do. The duty to maintain, repair, and continue the easement and right-of-way and BMP shall remain with GRANTOR and shall include, but not be limited to, mowing grass and weeds and removing silt, debris and any other obstructions, to the free and unobstructed use of the easement and right-of-way or the BMP.

GRANTOR covenants that it will not erect, maintain, or allow to continue on the portion of the GRANTOR'S real estate in which the easement and right-of-way is granted herein any building or other structure (except for paving and/or landscaping) or obstruction to the free and unobstructed use of the easement and right-of-way or BMP without express written permission from GRANTEE. Such permission, when duly recorded, shall run with the real estate.

GRANTOR warrants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the foregoing easement and right-of-way therein; warrants the quiet use and enjoyment thereof; and warrants that it will defend GRANTEE'S title in said easement and right-of-way against all claims.

The easement and right-of-way granted herein, and its associated benefits and obligations, shall run with the real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, GRANTOR has sent his hand and seal the day and year first written above.

(Signature)

(Printed)

(Signature)

(Printed)

Title, if GRANTOR is Corporation

STATE OF INDIANA)
) SS:
COUNTY OF CLINTON)

On this ____ day of _____, 20____, before the undersigned, a NOTARY PUBLIC in and for said County and State, personally appeared _____, GRANTOR herein, who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this ____ day of _____, 20____.

(Signature)

(Printed)

COUNTY OF RESIDENCE: _____

MY COMMISSION EXPIRES: _____

This instrument prepared by _____.

GRANT OF PERPETUAL DRAINAGE EASEMENT - EXHIBIT "A"

**RULE 5 AND POST-CONSTRUCTION WATER QUALITY
POST-CONSTRUCTION CERTIFICATION OF SUFFICIENCY OF PLAN**
City of Frankfort, Department of Building Services

Project Name: _____

Project Address: _____

Date of Plans: _____

I hereby certify that to the best of my knowledge and belief as the professional engineer that:

1. The Post-Construction Storm Water Quality for this project is in compliance with the requirements set forth in the City of Frankfort Storm Water Standards, and
2. The calculations, designs, reproducible drawings, masters and original ideas reproduced in this Post-Construction Storm Water Quality plan are under my dominion and control and they were prepared by me and/or under my supervision.

Name: _____ Professional Registration No. _____

Firm: _____

Address: _____

Phone: _____

Signature: _____ Date: _____

Seal:

**RULE 5 AND POST-CONSTRUCTION WATER QUALITY
BEST MANAGEMENT PRACTICE OWNER ACKNOWLEDGEMENT**
City of Frankfort, Department of Building Services

Project Name: _____

Project Address: _____

Best Management Practice(s): _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned owner ("Owner") hereby submits this Operation and Maintenance Manual ("Manual") to the City of Frankfort, Indiana ("City") as a written acknowledgement of Owner's warranty and agreement to institute, maintain, and follow the water quality Best Management Practices ("BMPs") listed above, and to follow and abide by the inspection schedule and maintenance activities listed in this Manual. The Owner also hereby agrees to provide, at Owner's cost, all additional maintenance, repair, and/or replacement services reasonably necessary to maintain the function and longevity of the BMPs from and including the date this Agreement is executed by Owner to and including the date on which a new Agreement is filed with the City by another party who assumes all of the obligations and responsibilities of Owner as set forth herein.

The City of Frankfort and/or its representatives have the right to enter the property to inspect the best management practice. The Owner shall be financially responsible for any maintenance or repairs required by the City or its representatives during the inspections.

Owner Name: _____

Company: _____

Address: _____

Phone: _____

Signature: _____ Date: _____

State of Indiana)
) SS:
County of)

Before me, the undersigned a Notary Public in and for said County and State personally appeared _____

Owner subscribed and sworn before this _____ day of _____, 20____.

County of Residence: _____ Commission Expiration Date: _____

Printed Name: _____ Signature: _____
